

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

HOBART CORPORATION, <i>et al.</i> ,	:	Case No. 3:13-cv-115
	:	
Plaintiffs,	:	JUDGE WALTER H. RICE
	:	
v.	:	
	:	
THE DAYTON POWER AND LIGHT	:	
COMPANY, <i>et al.</i> ,	:	
	:	
Defendants.	:	

ORDER

This matter having come before the Court on the Joint Motion for Approval of Settlement Agreement between Plaintiffs and The Ohio Bell Telephone Company ("Motion"), and any response thereto, it is hereby

ORDERED THAT:

- 1) The Motion is GRANTED.
- 2) The Settlement Agreement between Plaintiffs and The Ohio Bell Telephone Company, attached to the Motion as Exhibit A, is APPROVED, and the terms and conditions of the Settlement Agreement are hereby incorporated by reference into this Order as if fully restated herein.
- 3) Subject to the Settlement Agreement, all claims asserted, to be asserted, or which could be asserted against The Ohio Bell Telephone Company by the defendants in this case (whether by cross-claim or otherwise) or by any other person or entity (except the United States and the State of Ohio) for matters in connection with the South Dayton Dump and Landfill Site located at 1975 Dryden Road (also known as Springboro Pike) in Moraine, Ohio (the "Site") under Sections 106, 107 or 113 of CERCLA and/or any other federal, state or local statute,

regulation, rule, ordinance, law or common law, as the same may be amended or superseded, are hereby barred, permanently enjoined, dismissed with prejudice, satisfied and are otherwise unenforceable in this case or in any other proceeding.

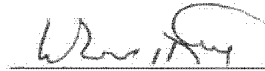
4) The payment of \$290,000.00 by The Ohio Bell Telephone Company to Plaintiffs shall be credited *pro tanto*, and not *pro rata*, during any equitable allocation of response costs among liable parties by the Court in this matter pursuant to 42 U.S.C. § 9613(f)(1). The liability of the litigants shall be reduced by the dollar amount of The Ohio Bell Telephone Company's settlement payment, and the Court need not determine The Ohio Bell Telephone Company's proportionate share of liability.

5) The Ohio Bell Telephone Company is dismissed.

6) Pursuant to the authority contained in *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375 (1994), this Court hereby retains jurisdiction and shall retain jurisdiction after entry of final judgment in this case to enforce the terms and conditions of the settlement between Plaintiffs and The Ohio Bell Telephone Company.

In approving application of these settlement funds on a *pro tanto* basis, the Court has fully considered the arguments reasserted by The Dayton Power and Light Company, in its Memorandum in Opposition to the Joint Motion for Approval of Settlement Agreement, Doc. #385. Nevertheless, the Court rejects those arguments for the reasons discussed at length in the Order Overruling Defendant Dayton Power and Light Company's Objections to Court's Approval of *Pro Tanto* Settlement Agreements with Reynolds and Reynolds Co., P-Americas, LLC, and Fickert Devco, Inc., Doc. #377.

Dated: 5.23.16



WALTER H. RICE
UNITED STATES DISTRICT JUDGE